

1909-01 Chancery Causes: W. H. Wax vs. D. W. Holcomb
Lee Co.

CA-Contract Dispute
T-Property

-Deed

To the Honorable H. A. W. Skeen, Judge of the Circuit Court of Lee County, Virginia.

Humbly complaining, your Complainant, W. H. Wax respectfully doth represent and show unto your Honor, that he was on the 25th day of March, 1907 seized and possessed and entitled to a good fee simple estate, in and to certain land, lying in the County of Lee, situated on Sand Lake Branch, known as the S. A. Doss tract of land and bounded by lines of Enoch Stidham and others, and being desirous to sell the same, did contract with one D. W. Holcombe on the 25th day of March, 1907 for the sale of said land to him, at which time the said D. W. Holcombe did agree to purchase the said land of your Complainant at the price of Two Hundred and Seventy Five Dollars, (\$275.00). Twenty Five Dollars, (\$25.00) of which was paid cash in hand, the residue, Two Hundred and Fifty Dollars, (\$250), to be paid Six and Twelve months from date, and evidenced by the note of the said D. W. Holcombe, which ~~is~~ here filed and asked to be treated as part of this bill, marked (A). Your Complainant executed to the said D. W. Holcombe a title bond to said land, which he has in his possession, which recites the fact that when said purchase money is paid in full, that your Complainant should execute to him a deed of special warranty to said land. Your Complainant has executed said deed and tendered it to the said D. W. Holcombe, he refuses to accept it and pay the purchase money. Said deed is here filed with this bill, marked (Escrow), to be delivered to him, when said purchase money of Two Hundred and Fifty Dollars is fully paid. Your Complainant alleges that the said D. W. Holcombe still refuses to comply with the said contract, though he has been several times applied to by your Complainant and his attorney to comply with the same. All which ac-

~~things~~ and doings are contrary to the good will and conscience, in ~~ten~~ consideration, whereof, and for as much as your Complainant is remediless in the premises saved by the Court of Equity.

Your Complainant prays that the Said D. W. Holcombe may be made a party, defendant to this bill and to answer the same, but not on oath, that being specially waived. That the said agreement entered into, between your Complainant and the said D. W. Holcombe, may be specifically performed and carried into execution by the said D. W. Holcombe. Your Complainant hereby offering to perform same on his part and that the said D. W. Holcombe may be compelled to pay your Complainant the amount of purchase money of said land, as shown by note filed herewith, with interest on the several installments, when the said purchase money would have been payable, had the said D. W. Holcombe not failed to comply with his contract, and that in the event of failure of the said D. W. Holcombe to pay said purchase money, that a decree be entered for the sale of the said land and the ~~purchase~~ judgment against said D. W. Holcombe, and for such other, further and general relief as the nature of his case may require, or to equity seem meet.

And your Complainant will ever pray, etc.

M. G. Ely Jr.

March 25, 1907

In Six and Twelve months
from date I bind myself
to pay ^{or order of} W. H. Way Two Hundred
and fifty dollars for value
received of him in land
and I hereby waive the
benefit of my homestead
exemptions as to this debt
witness my hand & seal
This March the 25 day 1907
D. W. Holcomb (seal)

Cress Holman
S. Nat. #250

"a"

This deed made this August 10 day 1908
by and between W. H. Wax Party of the first part
and of Lee County Virginia
and Wesley Halcomb party of the second part of
Lee County Virginia

Witnesseth: That for and in consideration
of the sum of Two hundred and seventy five
dollars; Twenty five of which were paid in hand
and the remaining Two hundred and fifty dollars is
secured to be paid by note which is now due and
unpaid for said amount I hereby reserve the
the vendors lien in this deed for the purchase of
the following described tract of land
The party of the first part doth hereby grant bargain
sell and convey unto the party of the second part
with special warranty
a part of a certain tract of land on Sandlick branch known
as the S. A. Doss tract of land; with all its
appurtenances except the mineral right which has
heretofore been conveyed to others bounded as follows
To wit on the lands of Enock Stidham the said Wax
and others

Witness my hand and seal
This 10 day of August 1908
W. H. Wax (seal)

State of Virginia,

Lee County, Fo-welt-

I H.C. I. Ewing, County Clerk, for the
County aforesaid in the State of
Virginia do certify that W.H. Wax
whose name is signed to the writing
above bearing date on the 10th
day of August, 1908, has acknowledged
the same before me in my County
aforesaid. Given under my hand
this ~~day of~~ 12th day of Aug. 1908.

H.C. I. Ewing, Clerk.

M.H. Wat
To E. E. Seale
D. W. Holcomb

"Eseraw"

Costs:

1.33
Clerk \$4.95

Shff. .50

Atty 15.00

Estimated 3.00

\$23.45

W. H. Hoy, bidder
at \$23.45 sold
Dec. 7-1908

1 Ed -

W. H. Hoy - Off -

vs Bill in Chancery -

D. W. Holcomb.

1908 2nd Aug. Rules

Bill filed, Spa.

executed & D.N.

" 1st Sept. Rules

D.N. Confd. &

cause set for

hearing.

W. H. Wax, Plaintiff
vs. In chancery
D. W. Holcomb, Defendant.

This cause came on this day to be hear upon the papers formerly read in the cause, the report of sale of Commissioner, M. G. Ely, and deed filed therewith and was argued by counsel. On consideration of which, it adjudged, ordered and decreed that said report of sale be confirmed and approved. M. G. Ely, Commissioner, will disburse the costs in his hands to the parties entitled thereto, and execute and report to the purchaser, W. H. Wax, a deed with covenants of special warranty to the lands purchased by him in said cause, and said deed having been made and filed, the same is approved and confirmed by the Court. The purchaser will pay to the said M. G. Ely the sum of \$5.00 for executing said deed, after which he may withdraw the same from this cause for recordation, and nothing further remaining to be done, same is stricken from the docket.

W. H. Wot.

ms. { } surer

S. M. Holcomb

Entered in Coll B
#8, page 44/te

Enter this

H. C. W. S. L. L.

Feb. 9-1909-

W. H. Max, Plaintiff
against E. E. Lee, Defendant

D. W. Halcomb Defendant -

This cause came on this day to be heard upon the bill of complainant and exhibits therewith, process duly executed on the defendant, and was argued by counsel.

On consideration of which the defendant failing to plead answer and demur, the bill is taken for confessed and it is adjudged by the court that the Plaintiff is entitled to specific performance of the contract set out in his bill -

It is therefore adjudged ordered and decreed that the Plaintiff recover of the defendant the sum of \$250⁰⁰ with interest thereon from Sept. 25th 1907 till paid and the cost of this suit and that M. G. Ely who is hereby appointed a commissioner for the purpose will advertise and sell at the front door of the court house of Lee County the lands described in said bill, on a credit of one and two years except costs of suit and commissions of sale which will be paid cash in hand, and take personal security for deferred payments, bearing interest from date - after having advertised the same for ^{thirty (30)} days

by written or printed notice posted at front
door of Court house and in the vicinity
of said land, at public auction to the
highest and best bidder, said auction
will receive bond before the Clerk of
this Court in the sum of \$250 -
Conditions according to law and
what Court and case is continued.

W. H. Wot -
as, E. E. Deane
D. W. Volant

Entered in O. O. B.
#8, page 397

25-
23.45-
1.55

Enter This

H. C. W. Stuen

Sept. 15-1908

To the Honorable H. A. W. Skeen, Judge of the Circuit Court
for Lee County, Virginia.

Your undersigned Commissioner, begs to report
that pursuant to a decree entered in the chancery cause
of W. H. Wax against D. W. Halcomb, rendered on the 15th
day of September, 1908, pending in your Honors Court, that
he on the 7th day of December, 1908, proceeded to sell at the
front door of the Court house, the land mentioned and de-
scribed in said bill at public auction, to the highest
and best bidder, after having advertised it the time re-
quired by said decree. At said sale W. H. Wax became the
purchaser, he being the only bidder, at the price of Twenty
Three Dollars and Forty Five cents (23.45), which sum was
paid to your Commissioner in full. Your Commissioner thinks
the land failed to bring its worth, but this was the only
bid that he could get. He therefore, recommends that the
sale be confirmed.

Respectfully submitted.

M. H. - Edg.
Special Commissioner.

M. H. Wox.
v.s. { Report of sale -

D. W. Holcomb

Filed Dec. 11, 1908.

H. C. P. Ewing,
Clerk.

The Commonwealth of Virginia, *Wise*
To the Sheriff of the County of ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon

H. H. Halcorn

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *3rd* Monday in *August*, 190*8*, to answer a bill in chancery exhibited against *him*

H. H. Halcorn

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *11*
day of *August*, 190*8*, and 1*33* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

W. H. May

VS

SUBPOENA
IN
CHANCERY

W. H. Halecomb

M. G. Ely

p. q.

To *2nd August*

Rules

See Circuit

Court

1908.

*Executed By
Dehning*

*W. H. Halecomb
a copy of the
within this
aug 13-08*

*For Bratherton
L.S.*